

1 unless those individuals or their successors give notice of a
2 change to the other parties in writing. All notices and
3 submissions shall be considered effective upon receipt, unless
4 otherwise provided. Written notice as specified herein shall
5 constitute complete satisfaction of any written notice
6 requirement of the Consent Decree with respect to the United
7 States, EPA, the State, and the Settling Defendants,
8 respectively.

9 As to the United States:

10 Chief, Environmental Enforcement Section
11 Environment and Natural Resources Division
12 U.S. Department of Justice
13 P.O. Box 7611
14 Ben Franklin Station
15 Washington, D.C. 20044
16 Re: DJ # 90-11-2-442

17 and

18 Director, Waste Management Division
19 United States Environmental Protection Agency
20 Region IX
21 75 Hawthorne St.
22 San Francisco, CA 94105

23 As to EPA:

24 EPA Project Coordinator, San Fernando Valley
25 Burbank Operable Unit
26 United States Environmental Protection Agency
27 Region IX
28 75 Hawthorne Street, H-6-4
San Francisco, CA 94105

As to the State:

Hamid Saebfar, Chief
Site Mitigation Cleanup Operations
Department of Toxic Substances Control
Region 3
1011 N. Grandview Avenue
Glendale, CA 91201

1 As to the Settling Work Defendant:

2 City of Burbank
3 Peter Frankel, P.E.
4 Supervising Civil Engineer
5 City of Burbank
6 Public Service Department
7 165 West Magnolia Boulevard
8 Burbank, CA 91503-0631

9 As to the Settling Defendants Other Than Settling Work Defendant:

10 As set forth in Appendix 7.

11 XXVIII. EFFECTIVE DATE

12 A. The Effective Date of this Consent Decree shall be the
13 date upon which it is entered by the Court, except as otherwise
14 provided herein.

15 XXIX. RETENTION OF JURISDICTION

16 A. This Court retains jurisdiction over both the subject
17 matter of this Consent Decree and the Settling Defendants for the
18 duration of the performance of the terms and provisions of this
19 Consent Decree for the purpose of enabling any of the Parties to
20 apply to the Court at any time for such further order, direction,
21 and relief as may be necessary or appropriate for the
22 construction or modification of this Consent Decree, or to
23 effectuate or enforce compliance with its terms, or to resolve
24 disputes in accordance with Section XX (Dispute Resolution)
25 hereof.

26 XXX. APPENDICES

27 A. The following appendices are attached to and
28 incorporated into this Consent Decree:

Appendix 1 is the complete list of the Settling Cash
Defendants and Released Parties and/or other Settling Defendants

1 who are related to a Settling Cash Defendant, to Lockheed Martin
2 or to the City of Burbank in the manner described in Appendix 1.

3

4 Appendix 2 is the complete list of the Owner Settling
5 Defendants and the properties they own within the Site.

6

7 Appendix 3 is the complete list of Settling Defendants
8 who are excepted from the operation of Section XXII (Covenants
9 not to Sue by Plaintiffs), Paragraphs A, B and C.

10

11 Appendix 4 is the Second Stage Statement of Work.

12

13 Appendix 5 is ESD2.

14

15 Appendix 6 is a list of the Settling Defendants and for each
16 Settling Defendant, the person to whom notices and submissions
17 shall be sent pursuant to Section XXVII (Notices and Submissions)
18 of this Consent Decree.

19

20 Appendix 7 is a plot plan or plans which depict extraction
21 wells VO-1, 2, 3 and 4 as described in Paragraph L of Section XIV
22 (Funding of Response Activities), and the City's liquid phase GAC
23 wellfield located at 164 West Magnolia Boulevard, Burbank,
24 California, as described in Paragraph G of Section V (General
25 Provisions) and Paragraph H.4 of Section VI (Performance of the
26 Work).

27 B. The following exhibits are attached to this Consent
28 Decree for reference purposes and are not incorporated herein

1 unless otherwise noted.

2 Exhibit 1 is the First Consent Decree.

3 "Appendix A" to the First Consent Decree is the ROD
4 prior to its modification in ESD1, the First Consent Decree, and
5 ESD2.

6 "Appendix B" to the First Consent Decree is ESD 1.

7 "Appendix C" to the First Consent Decree is the Map of
8 Corrected Well Locations.

9 "Appendix D" to the First Consent Decree is the SOW.

10 "Appendix E" to the First Consent Decree is Schematics.

11 "Appendix F" to the First Consent Decree is a Plot Map.

12 Exhibit 2 is Unilateral Administrative Order 92-12 and the
13 April 26, 1992 Amendment to Unilateral Administrative Order 92-
14 12.

15 Exhibit 3 is a Scope of Work regarding Plant Facilities
16 Insurance.

17 XXXI. COMMUNITY RELATIONS

18 A. Settling Work Defendant shall participate and cooperate
19 with to EPA and the State concerning its participation in the
20 community relations plan ("Plan") for the Site to be developed or
21 which has been previously developed by EPA. In consultation with
22 Settling Work Defendant, EPA will determine the appropriate role
23 for the Settling Work Defendant under the Plan. Settling Work
24 Defendant shall cooperate with EPA and the State in implementing
25 the Plan and pursuant thereto, in providing information regarding
26 the O&M Activities to the public. As requested by EPA, or the
27 State, Settling Work Defendant, Lockheed Martin, and/or the
28

1 Settling Cash Defendants (including the UAO Parties) shall
2 participate in the preparation of information for dissemination
3 to the public and in public meetings which may be held or
4 sponsored by EPA or the State to explain activities at or
5 relating to the Site.

6 **XXXII. MODIFICATION**

7 A. Schedules specified in this Consent Decree, in the
8 Second Stage Statement of Work, or in any work plan approved by
9 EPA pursuant to this Consent Decree for completion of the O&M
10 Activities or any other response activities may be modified by
11 agreement of EPA and the Settling Work Defendant, and any other
12 Settling Defendant whose rights and/or obligations would be
13 substantially affected thereby. All such modifications shall be
14 made in writing.

15 B. No modifications shall be made to the Second Stage
16 Statement of Work without written notification to and consent by
17 any Settling Defendant whose rights or obligations would be
18 substantially affected thereby, and written approval of the
19 United States. Prior to providing its approval to any
20 modification, the United States will provide the State with a
21 reasonable opportunity to review and comment on the proposed
22 modification.

23 C. Nothing in this Consent Decree shall be deemed to alter
24 EPA's authority to make changes to the interim remedy for the
25 Burbank Operable Unit in compliance with CERCLA, the National
26 Contingency Plan, and any other applicable laws or regulations,
27 or to require court approval of such changes.
28

1 D. Nothing in this Consent Decree shall be deemed to alter
2 the Court's power to enforce, supervise or approve modifications
3 to this Consent Decree.

4 XXXIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

5 A. This Consent Decree shall be lodged with the Court for a
6 period of not less than thirty (30) days for public notice and
7 comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C.
8 § 9622(d)(2), and 28 C.F.R. § 50.7. The United States also shall
9 publish notice of the proposed settlement described in this
10 Consent Decree in the Federal Register pursuant to section 122(1)
11 of CERCLA, 42 U.S.C. § 9622(1). The United States hereby gives
12 notice and opportunity to the public for a public meeting in the
13 affected area, and a reasonable opportunity to comment on the
14 proposed settlement prior to its final entry, pursuant to section
15 6973(d) of RCRA, 42 U.S.C. § 7003(d).

16 B. The United States reserves the right to withdraw or
17 withhold its consent or suggest modifications to this Consent
18 Decree if the comments regarding the Consent Decree disclose
19 facts or considerations which indicate that the Consent Decree is
20 inappropriate, improper, or inadequate. Settling Defendants
21 consent to the entry of this Consent Decree without further
22 notice. However, Settling Defendants' consent to the entry of
23 this Consent Decree is not consent to any modifications, and no
24 Settling Defendant shall be bound by modifications to this
25 Consent Decree without its prior written consent.

26 C. If for any reason the Court should decline to approve
27 this Consent Decree in the form presented, this Consent Decree is
28

1 voidable as to any party at the sole discretion of such party and
2 the terms of this Consent Decree may not be used as evidence in
3 any litigation between the Parties.

4 XXXIV. SIGNATORIES/SERVICE

5 A. Each undersigned representative of a Settling Defendant
6 to this Consent Decree, Plaintiffs, and the Assistant Attorneys
7 General for the Environment and Natural Resources Division of the
8 Department of Justice and for the State of California, certifies
9 that he or she is fully authorized to enter into the terms and
10 conditions of this Consent Decree and to execute and legally bind
11 such Party to this document.

12 B. Each Settling Defendant hereby agrees not to oppose
13 entry of this Consent Decree by this Court or to challenge any
14 provision of this Consent Decree unless the United States has
15 notified the Settling Defendants in writing that it no longer
16 supports entry of this Consent Decree.

17 C. Each Settling Defendant shall identify, on the attached
18 signature page, the name, address and telephone number of an
19 agent who is authorized to accept service of process by mail on
20 behalf of that Party with respect to all matters arising under or
21 relating to this Consent Decree. Concerning any action brought
22 by the United States or the State to enforce the terms of this
23 Consent Decree, Settling Defendants hereby agree to accept
24 service in that manner and to waive the formal service
25 requirements set forth in Rule 4 of the Federal Rules of Civil
26 Procedure and any applicable local rules of this Court,
27 including, but not limited to, service of a summons. Concerning
28

1 the lodging and entry of this Consent Decree, Settling Defendants
2 agree to accept in lieu of service by mail or the formal service
3 requirements set forth in Rule 4 of the Federal Rules of Civil
4 Procedure, service by the United States and the State by mail of
5 one (1) copy of any document(s), motions or related matters upon
6 the following persons:

7 For Lockheed Martin:

8 Gregory McClintock, Esq.
9 McClintock, Weston, Benshoof
10 Rochefort, Rubalcava, MacCuish
11 444 South Flower Street, 43rd floor
12 Los Angeles, CA 90071

11 For the City of Burbank:

12 Benjamin Kaufman, Esq.
13 Freilich, Kaufman, Fox & Sohagi
14 11755 Wilshire Blvd., Suite 1230
15 Los Angeles, CA 90025-1518

16 For the remaining Settling Defendants:

17 Robert Yahiro, Esq.
18 Rodi, Pollock, Pettker, Galbraith & Phillips
19 801 South Grand Avenue, Suite 400
20 Los Angeles, CA 90017

21 SO ORDERED THIS _____ DAY OF _____, 19__.

22 _____
23 United States District Judge
24
25
26
27
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Lockheed Martin Corporation, et al.,
3 Civ. No. 91-4527-MRP(Tx) relating to the San Fernando Valley
North Hollywood, Area 1, Burbank Operable Unit Superfund Site.

4
5 FOR THE UNITED STATES OF AMERICA

6 Date: 11/5/97

L. Schiffer
Lois Schiffer
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

10
11 Date: 12/5/97

W. Weinischke
William Weinischke
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

15
16 Date: _____

Monica Miller
Monica Miller
Assistant United States Attorney
Central District of California
U.S. Department of Justice
Federal Building
300 North Los Angeles Street
Los Angeles, CA 90012

20
21 Date: _____

Felicia Marcus
Felicia Marcus
Regional Administrator, Region IX
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco, CA 94105

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Lockheed Martin Corporation, et al.,
3 Civ. No. 91-4527-MRP(Tx) relating to the San Fernando Valley
4 North Hollywood, Area 1, Burbank Operable Unit Superfund Site.

5 FOR THE UNITED STATES OF AMERICA

6 Date: _____

7 Lois Schiffer
8 Assistant Attorney General
9 Environment and Natural Resources
10 Division
11 U.S. Department of Justice
12 Washington, D.C. 20530

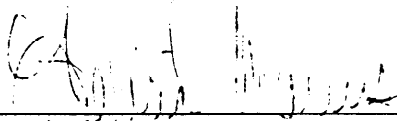
13 Date: _____

14 William Weinischke
15 Environmental Enforcement Section
16 Environment and Natural Resources
17 Division
18 U.S. Department of Justice
19 Washington, D.C. 20530

20 Date: _____

21 Monica Miller
22 Assistant United States Attorney
23 Central District of California
24 U.S. Department of Justice
25 Federal Building
26 300 North Los Angeles Street
27 Los Angeles, CA 90012

28 Date: 7/24/97


29 Felicia Marcus
30 Regional Administrator, Region IX
31 U.S. Environmental Protection
32 Agency
33 75 Hawthorne Street
34 San Francisco, CA 94105

1
2 Date:

7/24/97



Marie M. Rongone
Assistant Regional Counsel
U.S. Environmental Protection
Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

FOR THE STATE OF CALIFORNIA

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9 Date:

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Hamid Saebfar
Chief, Site Mitigation Cleanup
Operations
Department of Toxic Substances
Control
Southern California Branch

Date:

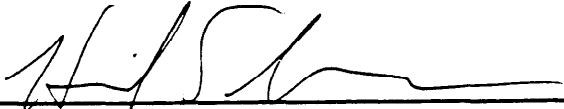
Ann Rushton
Deputy Attorney General
State of California

1
2 Date: _____


3 Marie M. Rongone
4 Assistant Regional Counsel
5 U.S. Environmental Protection
6 Agency
7 Region IX
8 75 Hawthorne Street
9 San Francisco, CA 94105

10 FOR THE STATE OF CALIFORNIA

11
12 Date: 6/24/97

13 
14 Hamid Saebfar
15 Chief, Site Mitigation Cleanup
16 Operations
17 Department of Toxic Substances
18 Control
19 Southern California Branch

20
21 Date: June 30, 1997

22 
23 Ann Rushton
24 Deputy Attorney General
25 State of California
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27
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